

## Management Response Detail

| Beneficiary |      | East St. Louis School District  |                |                 | Not Compliant  |                      |
|-------------|------|---------------------------------|----------------|-----------------|----------------|----------------------|
| Rpt. Ref.   | Step | Issue Type                      | Issue Amount   | Policy Issue    | Status         | Amount to Recover    |
| 13d         | 914  | Services - Intangible equipment | Not Determined | No Policy Issue | Rate Violation | No Recovery Required |

*Issue Details as quoted from audit report*

Neither the Beneficiary nor the Service Provider were able to provide the dates that certain equipment purchased from Cisco Systems, which was invoiced on September 28, 2001, was billed and made payments in the extracts. The packing slips indicated the date that items were received at a centralized warehouse. Accordingly, ISMAG was unable to determine if the products purchased met the criteria in the EBL.

*Application Resolution*

The applicant provided a project plan that would indicate that the equipment was installed before the service delivery deadline. The applicant did not have any documentation as to the actual date of installation, although the equipment was delivered before the service delivery deadline. Program rules require that documentation be retained only in the manner required for other procurements. Accordingly, there is no evidence of a program rule violation.

|           |     |   |  |                 |              |
|-----------|-----|---|--|-----------------|--------------|
| 13d and J | 915 | Services - Fixed asset records not maintained |  | No Policy Issue | Finding Only |
|-----------|-----|---|--|-----------------|--------------|

### Issue Details as quoted from audit report

Neither the Beneficiary nor the Service Provider were able to provide the data that certain equipment purchased from Cisco Systems, which was invoiced on September 30, 2001, was located and made operational in the schools. The packing slips indicated the date that items were received at a centralized warehouse. Accordingly, KPMG was unable to determine if the products purchased met the criteria in the ESR.

### Application Resolution

The applicant provided a project plan that would indicate that the equipment was installed before the service delivery deadline. The applicant did not have any documentation as to the actual date of installation, although the equipment was delivered before the service delivery deadline. Program rules require that documentation be retained only in the manner required for other procurements. Accordingly, there is no evidence of a program rule violation.

13f and j 815 Services - Fixed asset records not maintained

No Policy Issue

Finding Only

### Issue Details as quoted from audit report

KPMG attempted to compare the Beneficiary's asset/inventory records to selected invoices to verify that the billed equipment is listed on the inventory (including make, model, and serial number). However, KPMG was unable to perform this procedure because the Beneficiary's asset records do not include documentation which identifies the location related to the purchases of such assets or whether such assets were purchased with E-Rate funds. KPMG considered this to be an exception. ESR.50 maintains records of all capital assets. We provided KPMG with detailed inventory records of all fixed assets purchased under E-Rate. The inventory records contained the serial numbers and locations of the equipment. We also provided them with packing slips that contained the date in which the items were received in our centralized warehouse. The equipment was purchased using a standard ESR.50 Purchase Order Form. The account number located on the purchase order contains the source of funds. The Director of Technology signed off on the receipt of all equipment prior to Accounts Payable issuing payment.

### Application Resolution

Applicants are only required to maintain E-rate documentation in the same manner as required for other procurements.

Friday, June 25, 2004

## Management Response Detail

| Beneficiary   |      | East St. Louis School District                  |                |                 | Not Compliant |                      |
|---|------|---|----------------|-----------------|---------------|----------------------|
| Rpt. Ref.   | Step | Issue Type                                      | Issue Amount   | Policy Issue    | Status        | Amount to Recover    |
| 4   | 811  | Other - Internal control issue                  | Not Determined | No Policy Issue | Finding Only  | No Recovery Required |
| <p><i>Issue Details as quoted from audit report</i></p> <p>KPMG obtained and read the QMB Circular A-133 report for FY 2000 for East St. Louis School District to determine if any material deficiencies were reported. In the June 30, 2001 QMB A-133 Report, a finding was reported stating, "The District has failed to maintain detailed records to account for some fixed asset additions subsequent to the physical inventory." During performance of the speed-up-on procedures, KPMG noted that the fixed asset listing reflecting E-Rate equipment was not in sufficient detail to perform the audits. The Financial Management Officer for the East St. Louis School District informed KPMG that while the QMB Circular A-133 report for the year ended June 30, 2002 indicated that the issue was re-identified, it was corrected for year ended June 30, 2003 and was not identified in that year's report.</p> <p><i>Application Resolution</i></p> <p>This is an internal control issue and does not qualify as a rule violation.</p> |      |   |                |                 |               |                      |
| 5   | 812  | Technology Plan - Plan is missing certain parts | Not Determined | No Policy Issue | Finding Only  | No Recovery Required |
| <p><i>Issue Details as quoted from audit report</i></p> <p>The technology Plan (the Plan) does not provide for a significant review of the Plan during the third year. The Technology Plan does not include discussion of the use of E-Rate funding. At the time the Plan was approved, the East St. Louis School District had not yet secured E-Rate funds. The Plan was not revised to address the use of funds once E-Rate funding was secured.</p> <p><i>Application Resolution</i></p> <p>The lack of any specific part of a technology plan is not a rule violation. The only obligation of the applicant is to have the plan approved by a certified approver before submission of Form 486.</p>   |      |   |                |                 |               |                      |

Friday, June 25, 2004

## **EXHIBIT C**

**AFFIDAVIT OF JAMES DANIELS**

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF ST. CLAIR        )

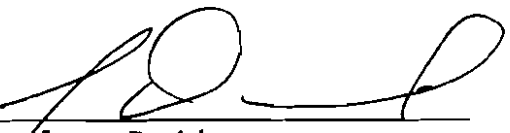
I, James Daniels, on oath, state and depose as follows:

1. I was the former Director of Technology for East St. Louis School District No. 189 (District) in 1999 and 2000, and was responsible for and am familiar with the District's E-Rate Grant Program Application process for Funding Year 2000, including but not limited to Funding Request 440968.

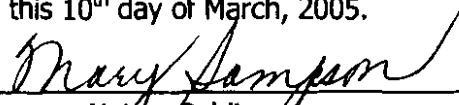
2. On behalf of the District, I sent the Form 471 for Funding Year 2000 to Universal Service Administrative Company (USAC) Schools & Libraries Division (SLD) via Federal Express on January 18, 2000 (after all necessary approvals) for delivery to and filing with SLD on the January 19, 2000 deadline.

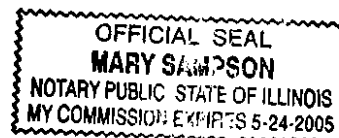
3. I have reviewed the District's Letter of Appeal in response to the January 19, 2005 Notification of Commitment Adjustment Letter related to Funding Request Number 440968 prepared and executed by District Attorney Garrett P. Hoerner and verify that the facts stated throughout that document are true and accurate to the best of my knowledge and belief.

Affiant says nothing further.

By:   
James Daniels

Subscribed and sworn to before me on this 10<sup>th</sup> day of March, 2005.

  
Notary Public



## **EXHIBIT D**

East St. Louis Public Schools  
District 189

Nathaniel J. Anderson, Ed.D  
Superintendent

Convergence Network  
Request For Proposal

Mandatory Pre-RFP Meeting:  
December 14, 1999, 10:00 a.m.  
Board Office, in the Board Building  
1005 State Street.

Proposal Due Date:  
December 27, 1999, 4:00 p.m.  
Board Office, in the Board Building  
1005 State Street.

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## **BACKGROUND INFORMATION**

The East St. Louis Public Schools system is comprised of 26 schools with an enrollment of approximately 11,500 students. The Administrative Offices of the East St. Louis Public Schools are located in the Board of Education Building at 1005 State Street, East St. Louis, Illinois.

Following the state-approved Technology Plan and the guidelines of the Universal Service Act of 1996, as implemented by the Schools and Libraries Division (SLD), East St. Louis Public Schools is in the process of upgrading its data and telecommunication system to provide enhanced data, telecommunication and video services to all primary, middle and high schools in the city of East St. Louis. This CONVERGENCE NETWORK RFP describes the network electronics necessary to provide this access to a specified set of classrooms and offices in each of the 26 school buildings being served. Following vendor selection and approval by East St. Louis Public Schools and the SLD, project implementation will begin on July 1, 2000 and must be completed by June 30, 2001.

East St. Louis Public Schools assumes that unless otherwise noted, all goods and services described herein shall be approved by the SLD as eligible for the Universal Service Discount (E-Rate) Program. By submitting a Proposal, the Vendor agrees to abide by all terms and conditions of the Universal Service Act of 1996 in the procurement, delivery, installation, invoicing and all other transactions associated with this project. East St. Louis Public Schools reserves the right to reject any Response that does not satisfy the requirements of the Universal Service Act of 1996, or that does not satisfy the requirements specified by the FCC (federal Communications Commission) or the SLD (Schools and Libraries Division).

East St. Louis Public Schools intends to submit the selected vendor's proposal to the SLD for funding approval at the earliest opportunity allowable by law. The District reserves the right to modify the requirements and/or terminate this project if funding approval is not received.

This project specifies the following equipment and services:

- LAN hardware (switches, patch cords, cabling, etc.) required to connect user workstations and servers to a new local area network within each building.
- Network hardware and software to create a district-wide convergence network, linking all building with network operations center (NOC) at 1005 State Street, and providing Internet access, video and telecommunication to all specified classrooms, offices and other areas.
- Installation, configuration and maintenance services.



It is the policy of the East St. Louis Public Schools that no person shall, on the grounds of race, color, religion, sex, age, national origin, ancestry, disability or veteran status, be excluded from consideration for employment, denied employment with or be subject to discrimination of any kind by the East St. Louis Public Schools.

All proposals must conform to the East St. Louis Board of Education of the City of East St. Louis proposal Conditions. **The Proposal Conditions will supersede any conflicting statements in the Request for Proposal.**

The successful vendor shall at the time of contract signing provide a performance Bond. Details with respect to the Performance Bond are included in the East St. Louis Board of Education Proposal Conditions.

East St. Louis Public Schools reserve the right to reject any and all proposals, to accept other than the lowest proposal, and to waive any and all informalities in proposals received.

A mandatory Vendor's Conference for vendors who wish to respond to the CONVERGENCE NETWORK RFP will be held on **Tuesday, December 14, 1999**. The Vendor's Conference will begin at **10:00 a.m. at the Board of Education Building, 1005 State Street, East St. Louis, IL 62201**. Vendors must advise the Purchasing Department to attend the Vendor's Conference. Registration shall be made via fax 618-583-8302. Please indicate the number of attendees.

Please address your proposal to the attention of Purchasing Department, East St. Louis Public Schools, 1005 State Street, East St. Louis, IL 62201. Provide six (6) proposal copies plus one set of technical documentation.

East St. Louis Public Schools would like to make their decision on the new Convergence Network system with a contract signed by January 13, 2000. **Proposals shall be delivered by 4:00 p.m. on Monday, December 27, 1999.**

All Inquiries regarding this Request For Proposal should be directed to ESLPS, Director of Technology, 618-583-8303.

# PROJECT AND PROPOSALS

East St. Louis Public Schools (ESLPS) has selected Cisco Systems as the provider of LAN, WAN, Video and Telecommunication electronics. This RFP contains specifications for various items manufactured by Cisco Systems, which must be proposed as specified herein.

ESLPS desires selected vendor to do a complete installation and implementation of their proposed equipment. All proposals shall include equipment, installation, configuration, testing, certification and maintenance. The ESLPS Director of Technology shall coordinate activities of the selected vendor.

The Summary Sheets included in the attachments specify the format for the required responses to be included in vendor's proposals. **All summary sheets (Cost, System Analysis and Vendor Analysis) must be completed and returned as part of each vendor's proposal.**

## ON SITE WALK THROUGHS

Vendors are encouraged to walk through the facilities, walkthroughs will be held 10:00 a.m. Saturday December 18, 1999. Walk through will start at the Board of Education Building, 1005 State Street and will continue stopping at each building included in the RFP. It is the vendor's responsibility to verify the accuracy of the location information provided in Attachment F (room counts, placement, etc.). The address and phone number of each school is included in Attachment F.

# PROPOSAL FORMAT

The format outlined below is to be followed on proposals submitted for East St. Louis Public Schools. Each page should be numbered in sequence with the vendor's identification. Each section should start with a new page. Please provide as much pertinent information as necessary in the following format. Additional information should follow should follow Section VIII, including any company literature, brochures, etc.

- I. Cost Summary Sheets  
Vendors shall fill out the cost summary Sheets in Attachment A and place them in Section I.
- II. Title Page and Page Headers  
On the Title Page include the vendor name, vendor representative name, address, telephone and fax number. One every subsequent page include the vendor name and proposal date.
- III. Table of Contents  
A list of all major topics and subtopics with their associated page numbers.
- IV. Specifications  
Include in this section your responses to the General Specifications and the System Analysis, the Vendor Analysis, and the Economic Analysis pages.  
**ALL PAGES MUST BE RETURNED COMPLETELY FILLED OUT** in order for the proposal to be considered.
- V. Price  
Provide detailed pricing to the fullest extent possible. Purchase price should be complete, including delivery costs. **Include a complete itemized price sheet giving quantities, installed unit costs and total cost of each piece of equipment and material used in the system.**

## **IMPORTANT:**

Dependable service is the paramount concern to East St. Louis Public Schools, but the price of the system is also important. After proposals have been received and reviewed, selected vendors may be requested to make presentations. Your quoted prices shall be as competitive as possible.

VI. **Delivery and Installation**

Identify any activities that ESLPS is responsible for in accomplishing the delivery and installation of the new systems, as well as the activities for which you are responsible. Provide a schedule identifying delivery date, installation activities, testing date, and the end of acceptance testing for each type of equipment.

VII. **Vendor Profile**

Provide vendor history and financial data so that East St. Louis Public Schools can have an appreciation of your company's ability to install and service these systems. Include number of years in business, other work or areas of activity, interconnect experience.

VIII. **Reference Data**

Include brochures; other descriptive literature and material that shall help East St. Louis Public Schools evaluate your proposal. Only include information that relates to this proposal.

# TIMELINE & VENDOR CONFERENCE

## Addenda & Mandatory Vendor Conference

ESLPS reserves the right to provide new or changed technical details at a mandatory vendor's conference scheduled for 10:00 a.m. December 14, 1999 at the Board of Education Building, 1005 State Street, East St. Louis, IL 62201. Vendors wishing to submit proposals must attend this conference. Vendors planning to attend shall notify the purchasing Department in advance of their intent and the number of attendees.

Purchasing Department may be reached at (phone),  
(fax)

## Timeline

This is a tentative schedule may change depending on the results of the responses. Final schedule will be established prior to contracting with the successful Vendor.

| Event                      | Date              |
|----------------------------|-------------------|
| Release of RFP to Vendors  | December 13, 1999 |
| Vendor's Conference        | December 14, 1999 |
| Building Walkthroughs      | December 18, 1999 |
| Responses due from vendors | December 27, 1999 |
| Vendor Selection Completed | December 29, 1999 |
| Contract Signed            | January 13, 2000  |
| Submission To SLC          | January 17, 2000  |
| SLC Approval               | June 1, 2000      |
| Installation Start         | July 1, 2000      |
| Installation Completion    | May 1, 2001       |
| Review of Installation     | June 1, 2001      |
| Acceptance by ESLPS        | June 30, 2001     |

# GENERAL SPECIFICATIONS

The equipment submitted in response to this Request For Proposal shall be capable of performing all functions and features described in the specifications. The following general specifications are applicable. Indicate your response below to each specification.

1. Criteria for Selection

East St. Louis Public Schools will evaluate each Vendor's response based upon the following criteria but not limited to or necessarily in the same order of priority:

- Cost of proposed system including maintenance costs
- System compliance with required features
- Vendor experience with installations equivalent to ESLPS in size, configuration and complexity
- Vendor support capabilities including training, configuration and maintenance of the proposed system
- Manufacturer support capabilities and certifications
- Expected disaster recovery response capability

2. Introduction

East St. Louis Public Schools (hereinafter referred to as "The District") intends to acquire Network Equipment and Services to provide a Convergence Network for its schools. The District requests proposals from qualified vendors (hereinafter referred to as "The Vendor") for furnishing and installation of this convergence system as described in the attached specifications.

The Vendor shall be responsible for all engineering, parts, labor and all other associated apparatus necessary to completely install the proposed equipment and turnover for acceptance to the district.

3. Costs Associated with Preparation of Vendor's Response

The District will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of contract.

4. Subcontractors

Should The Vendor plan to use subcontractors for portions of the work, The Vendor shall identify the proposed subcontractor(s) and provide references for their projects that are equivalent in size and complexity to the requirements of this RFP. The District reserves the right to reject any subcontractor without explanation or recourse by The Vendor or subcontractor.

5. Interpretations, Corrections and/or Changes

Any interpretation, correction or change of the RFP will be made by addendum. Interpretations, corrections or changes to the RFP made in any other manner will not be binding, and The Vendor shall not rely upon such interpretations, corrections or changes. The District will issue changes or corrections. Addenda will be mailed or delivered to The Vendor's representative. Addenda will be issued as expeditiously as possible (if necessary by fax, followed up by original documents). It is the responsibility of The Vendor to determine whether all addenda have been received.

6. Addenda

It will be the responsibility of all respondents to contact The District prior to submitting a response to the RFP to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with the response to the RFP.

7. Questions

Question regarding the RFP shall be submitted in writing. Questions must be received at The District not later than 12:00 noon CST on Tuesday, December 21, 1999 or the questions will be considered null and void. Responses to all questions received in proper time frames will be made in writing and distributed to all vendors.

8. Omissions

Omission in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

9. Advertising

The Vendor agrees not to use the results from this RFP as a part of any commercial advertising without prior written approval of The District.

10. Proposal Documentation

The Vendor shall provide six copies of their proposal.

11. Contract Documentation

It is anticipated that the Vendor's response to the RFP, the response to the General and Detailed Specifications and the response to the Specification Summary Sheets (System Analysis, Vendor Analysis and Economic Analysis) together with any subsequent correspondence during the evaluation process shall become part of the final contract negotiated with the successful vendor.

**12. Proposal Binding Period**

Due to E-Rate scheduling dependencies, prices quoted in The Vendor's response for all engineering; labor and materials will remain in effect for a period of at least one-hundred-eighty (180) business days from the issuance date of The Vendor's response.

**13. Insurance**

- a. The Vendor shall not commence work until it has obtained all insurance required and The District has approved such insurance, nor shall The Vendor allow any subcontractor to commence work until all similar insurance of the subcontractor has been obtained and approved.
- b. The Vendor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance at a minimum of \$1,000,000.00 for all its employees, employed in connection with the improvement, and in case any work is sub-let, the Vendor shall require the subcontractor similarly to provide Workmen's Compensation Statute and shall cause each subcontractor to provide Employer's Liability Insurance at a minimum of \$1,000,000.00 for the protection of the employees not otherwise protected.
- c. The Vendor shall take out and maintain during the life of this contract such public liability and property damage insurance at a minimum of \$1,000,000.00 as shall protect it and any subcontractor performing work covered by this contract from claims for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations by itself or any subcontractor or by anyone directly employed by either of them, and the amounts for insurance shall be as stated.
- d. The Vendor shall require subcontractor, if any, not protected under The Vendor's insurance policies, to take out and maintain insurance in the amount as specified above for the principal Vendor.
- e. The Vendor shall furnish The District with satisfactory proof of carrying the insurance required.

**14. Compliance**

The Vendor shall be responsible for insuring compliance with all applicable laws, ordinances, rules, regulations and orders for the installation of communications equipment for which any public authority has jurisdiction. The Buildings will be occupied and in use by District personnel, faculty, staff and students during the installation process. Vendor shall coordinate with the principal at each school to assure that vendor's work does not disrupt class activity.

Competent personnel shall perform installation work. All work shall be done in a neat, craftsman-like manner and shall not impair the work in progress of other



*tradesmen working in the building. All cables shall be carefully laid with sufficient radius of curvature and protected at corners and bends.*

**15. Warranty**

Materials and workmanship hereinafter specified and furnished shall be fully guaranteed by The Vendor for **one year** from transfer of title against any defects. Defects that may occur as the result of faulty materials or workmanship **within one year** after installation and acceptance by The District shall promptly, at no cost to The District, correct or re-perform (including modifications or additions as necessary) any non-conforming or defective work within **one year** after completion of the project of which the work is a part. The period of The Vendor's warranty (ies) for any items herein are not exclusive remedies, and The District has recourse to any warranties of additional scope given by The Vendor to The District and all other remedies available at law or in equity. The Vendor's warranties shall commence with acceptance of/or payment for the work in full.

If The Vendor procures equipment or materials under the contract, The Vendor shall obtain for the benefit of The District equipment and materials warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable.

The Vendor shall pass along to The District any additional warranties offered by the manufacturers, at no additional costs to The District, should said warranties extend beyond the warranty period specified herein.

This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by The District or anyone other than employees or agents of The Vendor. The Vendor's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at The Vendor's option. Insurance covering said equipment from damage or loss is to be held by The Vendor until full acceptance of equipment and services.

**16. Inspection, Acceptance, and Title**

Inspection and Acceptance shall be at destination and upon successful installation unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Vendor until acceptance by The District unless loss or damage results from negligence by The District. If the materials or services supplied to The District are found to be defective or do not conform to the specifications, The District reserves the right to cancel the contract upon written notice to The Vendor and return products at The Vendor's expense based upon the Materials Contents of the contract.

The customer shall at all times have access to the work wherever it is in preparation or progress and The Vendor shall provide proper facilities for such access and for inspection.

The Vendor shall not close up any work until The District has inspected the work. Should The Vendor close up the work prior to inspection by The District, The Vendor shall uncover the work for inspection by The District at no cost to The District and then recover the work according to the specification contained herein.

The Vendor shall notify The District in writing when the work is ready for inspection. The District will inspect the work as expeditiously as possible after receipt of notification from The Vendor.

**17. Project Manager and Project Timelines**

Vendor shall provide a Project Manager, which shall act as a single point of contact for all activities regarding this project. Vendor's Project Manager shall be required to make on-site decisions regarding the scope of the work and any changes required by the work. Vendor's Project manager shall be responsible for all aspects of the work and shall have the authority to make immediate decisions regarding implementation or changes to the work. Due to the magnitude of this project and the requirement for timelines by the SLC, Vendor shall provide sustained on-site resources to meet The District's requirement for acceptance of all contracted services before the specified E-Rate deadline (currently June 30, 2001) and to document progress via monthly status reports to the ESLPS Director of Technology.

**18. Vendor Experience**

The selected Vendor shall be fully capable and experienced in the installation of the Convergence Networking System specified. To ensure the system has continued support, The District will contract only with Vendors having a Successful history of sales, installation, service, and support. During the evaluation process, The District may, with full cooperation of The Vendors, visit The Vendor's places of business, observe operations, and inspect records. The Vendor and any subcontractor used by The Vendor shall have a minimum of two (2) years of experience.

**19. References**

The District may, with full cooperation of The Vendors, visit client installations to observe equipment operations and consult with references. Specified visits and discussion shall be arranged through The Vendors; however, The Vendor personnel shall not be present during discussions with references. The vendor shall provide a minimum of five (5) reference accounts at which similar work, both in scope and design, have been completed by The Vendor within the last three (3) years.

**20. Patents and Royalties**

The Vendor, without exception, shall indemnify and hold harmless The District and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyright, patented, or non-

*patented invention, process, or article manufactured or used in the performance of the Contract, including its use by The District. If The Vendor or subcontractor uses any design, device, or materials covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in anyway involved in the work.*

**21. Indemnifications**

The Vendor shall indemnify and hold harmless The District, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence of any negligence (excluding negligence by The District, its agents or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees. The Vendor further agrees to indemnify and hold harmless The District, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The District's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The District which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either.

The award of this Contract to the Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity shall be complied with as set forth.

**22. Evaluation of Responses**

The District may at its discretion and at no fee to The District, invite any Vendor to answer questions during response evaluation for the purpose of clarifying statements in the response.

**23. Right to Reject**

The District reserves the right to accept or reject all proposals or sections thereof. In addition, The District reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor can propose.

**24. Cancellation**

In the event The Vendor violates provisions of this RFP, The District may give written notice to The Vendor stating the deficiencies and unless deficiencies are

corrected within five (5) working days, recommendations shall be made to The District for immediate cancellation. The District reserves the right to terminate immediately any contract resulting from this RFP for failure to correct deficiencies.

**25. Acceptance**

Acceptance will occur within 30 days after the final cutover. East St. Louis Public Schools, shall accept the system when per the RFP:

- All equipment and material have been provided and all services are complete, or
- Mutually agreed upon date has been arranged between East St. Louis Public Schools, and the Vendor for the completion of any outstanding RFP items or the resolution of any outstanding problems.

-----End of General Specifications-----

# VENDOR RESPONSIBILITIES

1. Equipment Locations

All Cisco Equipment shall be install in a specified HUB, MDF, IDF or Classroom equipment rack.

A typical school network diagram is included as Attachment E1

A diagram of the WAN architecture is included as Attachment E2

2. Accuracy of Proposals

Attachment D contains the complete list of school buildings showing the number of classrooms for each building.

Attachment E contains the complete equipment list for one MDF (Switch, Cache Engine, Router and servers), IDF (Switch), and classroom (switch). The lists are complete including model numbers, options, port types and cables.

Attachment E contains the complete equipment list for HUB at 1005 State Street

Vendors are responsible for calculating the correct number of MDF, IDF and Classroom Components for each School.

Attachment F contains the complete equipment list and specification for building cable upgrades

Attachment G contains complete equipment list for servers (email, etc.)

3. Completeness of Installation

Vendors shall assure that vendor's proposal contains all equipment required for all schools and NOC. Vendors shall be responsible for a complete installation of proposed equipment, including cables, connectors, hardware, co0nfiguration of network protocols, options and all other parameters necessary for operations with the ESLPS Network.

Vendors shall demonstrate operation of the installed equipment to the satisfaction of the ESLPS Director of technology prior to acceptance.

# DETAILED SYSTEM SPECIFICATIONS

## 1. Cisco Equipment

All proposed convergence network equipment shall be manufactured by Cisco systems and shall match both in number and function the items listed in Attachment G under the headings Item Name, Part Number and Device Type. *See the previous section on Vendor Responsibilities.*

Vendor shall provide and install all proposed equipment in equipment racks. Location of HUB/MDF/IDF or Classroom to be specified by ESLPS Director of Technology.

Vendor may propose alternative configurations to the specified configuration. Proposals must be clearly marked as ALTERNATIVES and must include specific part numbers, reasons for deviation from the specified configuration and an explanation of the benefits to ESLPS of the proposed change.

## 2. Cabling

### Inspection of Site

Bidders are directed to visit the sites, and to investigate all conditions involved in the execution of the work, to fully acquaint themselves with the plans, specifications and conditions by which the work is to be performed. The Contractor will not be allowed additional compensation for items on which he has failed to inform himself prior to the opening of the bids. Submission of a bid will be construed by the Owner as compliance with this directive.

### Permits, Licenses, Inspections and Taxes

The Contractor shall obtain and pay for all necessary permits, licenses and shall give all notices, to pay all taxes and comply with all laws, ordinances, rules and regulations bearing on the work. If the specifications are at variance herewith, the work shall be installed in accordance with local laws, rules, regulations and ordinances provided the standard of work required by ordinance is not less than the requirements of this specification.

Attachment F contains cabling upgrade specifications.

3. Servers

Servers are to be proposed as specification indicate in the section Server Specifications.

4. Installation, Configuration and Testing

ESLPS Director of Technology shall dictate the date and time of each School's installation

Vendor shall configure, test and demonstrate interoperability of all proposed equipment to ESLPS Director of Technology's satisfaction prior to acceptance by ESLPS

Vendor shall work in a cooperative manner with ESLPS Director of Technology to assure a seamless network installation, including interfaces to Wide Area Network Services.

5. Patch Cables and Additional items

Vendor shall be responsible for providing patch cables and drop cables as well as any and all required hardware, tie wraps and supplies required for a professional installation.

Vendor shall supply and install Fiber Optic and Category 5 patch cables to connect all proposed HUB, MDF and IDF to the system.

Vendor shall supply sufficient Category 5 patch cables to attach end-user workstations to all proposed network ports.

6. SmartNet Maintenance

All proposed equipment shall include two full years of Cisco SmartNet Onsite maintenance 8x5x4 (8 hours/day, 5 days/week, 4-hour response).

7. Project Management

Within three business days of contract signing, Vendor shall provide ESLPS with the name and contact information of Vendor's Project Manager. Project Manager's duties are described in Item 17 of the General Specifications.

8. Documentation

Vendor shall tag and/or label all proposed equipment in a manner specified by ESLPS Director of Technology. Vendor shall provide complete documentation of the installation, including detailed diagrams, equipment manuals, software documentation sets and configuration logs for all hardware and software.

9. On-Site Implementation Support

Vendor may be required to provide additional implementation services. Technician shall be experienced in Cisco installation and configuration. The District reserves the right to contract for additional hours bundles of on-site implementation assistance prior to contract signing, at the proposed price. Additional duties may include workstation configuration and attachment, Electronic Mail system implementation and other application and network related tasks at the discretion of the ESLPS Director of Technology.

----End of Detailed Specifications---



# SYSTEM ANALYSIS SUMMARY SHEET

## Attachment A